v. *Donald*, 164 Wis. 545, 160 N. W. 1067. See 17 HARV. L. REV. 191. But where the time or place are not prescribed by law, so that notice is essential for that purpose, such provisions are generally regarded as mandatory. *State* v. *Staley*, 90 Kan. 624, 135 Pac. 602; *Staples* v. *Astoria*, 81 Or. 99, 158 Pac. 518. See McCRARY, ELECTIONS, 4 ed., §§ 182–185. In either case, however, the better view is that failure to give notice will not render the election void unless the number of voters deprived of a chance to vote was sufficiently large to have changed the result. *Lyon* v. *Smith*, Cl. & H. 101; *State* v. *McFarland*, 98 Neb. 854, 154 N. W. 719; *Hill* v. *Skinner*, 169 N. C. 405, 86 S. E. 351. Since, in the principal case, the number of absent voters in the military service who received no notice of the special election was sufficient to have changed the result, the election was properly set aside. In a *dictum*, however, the court says that the right to vote inheres in citizenship and is guaranteed by the Constitution. But participation in the suffrage is not a right; it is a privilege, the exercise of which is dependent upon the will of the state. *Anderson* v. *Baker*, 23 Md. 531; *People* v. *Barber*, 48 Hun (N. Y.) 198. See COOLEY, PRINCIPLES OF CONSTITUTIONAL LAW, 2 ed., 259. Accordingly, the suffrage is not within the privileges and immunities guaranteed by the Constitution. *Minor* v. *Happersett*, 21 Wall. 162; *Govgar* v. *Timberlake*, 148 Ind. 38, 46 N. E. 339. See 2 STORY, CONSTITUTION, 5 ed., § 1932.

EQUITY — NEGATIVE COVENANTS — UNIQUE PERSONAL SERVICE — DOCTRINE OF LUMLEY *VERSUS* WAGNER. — The defendant entered into an exclusive contract to serve as an editorial writer, and covenanted not to write for any publication in competition with the plaintiff during the term. Before expiration of the contract he left the plaintiff's employ and began to write for a competitor. It appeared that plaintiff had spent over $40,000 in exploiting the defendant and that he occupied a unique position among writers upon the war. *Held*, injunction allowed. *Tribune Association* v. *Simonds*, 104 Atl. 386 (N. J.).

The case is chiefly interesting as showing the settled adherence of American courts to the doctrine of *Lumley* v. *Wagner*, in cases of unique service or unique servants. *Lumley* v. *Wagner*, 1 De Gex, M. & G. 604. But the large expenditure made by plaintiff in exploiting defendant for the purpose of rendering his services as a writer more valuable suggests a further question. If the master has given the servant an exceptional value for the purposes of the service in reliance upon the contract, would not the grave injury to him involved in the loss of this expenditure in case of breach, and the accrual of the benefit thereof to a competitor, suffice to overcome the practical difficulties involved in enforcement of negative covenants in such cases and justify an injunction although many other servants of equal intrinsic capacity might be available? After all the significance of unique service, or unique qualifications in the servant, lies in the grave hardship to the plaintiff involved in such cases. Other exceptional cases of grave hardship should not be treated on a different basis.

FEDERAL COURTS — RELATIONS OF STATE AND FEDERAL COURTS — EFFECT OF STATE STATUTE GIVING COURTS OF GENERAL CIVIL JURISDICTION PROBATE POWERS. — A nonresident filed a *caveat* to proceedings for the probate of a will in the Georgia courts. An application by him to remove the case to the United States courts was denied, and in accordance with a state statute allowing appeals from any decision of the ordinary, the case was taken to the Superior Court without an adjudication on the will. Subsequently, the record in the case was brought into the federal court under the rule allowing a petition for removal to be filed in spite of an adverse decision by the state court. *Held*, that the case be remanded to the state court. *Meadow* v. *Nash*, 250 Fed. 911.